

**PUBLIC SALE
U.S. GOVERNMENT REAL PROPERTY
FOR SALE BY SEALED BID**

**U.S. FOREST SERVICE
ISABELLA RANGER ADMINISTRATIVE SITE
LOT 5
ISABELLA, MINNESOTA**



Invitation for Bid #1PR-06-013 \$70,000.00 minimum bid

**Bid Opening: Wednesday, September 13, 2006
12:00 PM (Eastern Time)**

General Services Administration, Boston, Massachusetts

Sealed Bid Public Sale
INVITATION FOR BID: 1PR-06-013

Isabella Ranger Administrative Site- Lot 5

**THE INFORMATION BELOW MUST APPEAR IN THE
LOWER LEFT CORNER OF BID ENVELOPE:
Bid for Real Property Isabella Admin Site- Lot 5
Invitation Number: 1PR-06-013
Opening Date and Time:
Wednesday, September 13, 2006 at 12:00 PM Eastern Time**

SEND ALL BIDS TO: **General Services Administration (GSA)**
 Thomas P. O'Neill Federal Building
 Business Service Center, Room 901
 10 Causeway Street, Boston, MA 02222
 (location of the bid opening)

Sealed bids for the purchase of the Government property described in the Schedule portion of this Invitation for Bids (IFB) must be submitted in duplicate and will be received until **12:00 PM** Eastern Time on Wednesday, September 13, 2006 at the General Services Administration, Thomas P. O'Neill Federal Building, 10 Causeway Street, Boston, MA Business Service Center in Room 901. The bids will be opened publicly at that time.

Any and all bids submitted in response to this Invitation for Bids must be in compliance with, and submitted pursuant to, all the terms and provisions of this Invitation for Bids, including, without limitation: 1) the Instructions to Bidders which include the provisions of the Bid Form; 2) the General Terms of Sale; 3) the Special Terms of Sale, all of which are attached to this Invitation for Bid and by this reference made part thereof.

Important Notice: The Office of Property Disposal maintains a record of the names and addresses of all parties issued copies of this Invitation for Bids. **Any bidder who does not acknowledge receipt of any addendum, supplement, etc. issued applicable to this Invitation may be considered unresponsive, and any resultant bid may not be considered for award.** If you are not the person who received this Invitation for Bid directly through the mail from the Government or through an official representative of the Government, it is to your benefit to advise the General Services Administration in writing of the address to which any additional information concerning this Invitation for Bid should be mailed to. Contact: US General Services Administration, Office of Property Disposal, Thomas P. O'Neill, Jr. Federal Building, 10 Causeway Street, Room 925, Boston, MA 02222

For information about this property, contact:	For sale terms and procedure information, contact:
Diana Soland	Alyssa Kennedy
U.S. Forest Service	U.S. General Services Administration
Superior National Forest	Property Disposal Division
8901 Grand Ave Place	10 Causeway Street, Room 925
Duluth, MN 55808	Boston, MA 02222
Telephone: (218)-626-4373	Telephone: (617) 565-5705
E-Mail: dsoland@fs.fed.us	E-Mail: alyssa.kennedy@gsa.gov

Schedule

1. Location and Description

Subject property includes improvements related with its former use as a U.S. Forest Service Administrative Site. The property is located just west of Isabella, Minnesota.

Bid Item: Lot 5 encompasses 1.00 acre of land, more or less, and is improved with a dwelling, with attached garage, and a storage shed.

Utilities

Water is provided via a common well, located on common property on the northerly side of the administrative site, and distributed to the improvements via waterline easements.

Electric is provided to the improvements via easements from main powerlines located to the west, north, and east of the administrative site.

Septic Systems are in place for the applicable improvements. The successful bidder may wish to check with the Lake County Planning and Zoning Commission regarding applicable septic codes. All systems must be brought up to code.

Legal Access to the property is available off Minnesota State Highway 1. The USA will reserve an easement for access over Forest Service Drive. Bidders are encouraged to view the Plat of "Trappers Landing."

2. The Offering

A. Legal Description:

The following real property is situated in the County of Lake, and State of Minnesota, and is known as Plat of "Trappers Landing". (Plat is located in T59N, R8W, Section 5)

Bid Item: Lot 5 encompasses 1.00 acre of land, more or less.

Subject to easements, covenants, conditions, restrictions, and reservations of record, and further subject to easements for roads and public utilities existing on, over, or under said premises.

B. Buildings

- ❖ Isabella Lot 5, ORA Dwelling, 1,198 square feet, single floor
- ❖ Isabella Lot 5, ORA Storage Shed, 26 square feet, single floor

C. Appliances

All existing appliances (stoves, refrigerators, washer and/or dryer) are included in the offering and will remain with the property.

D. Reservations and Covenants – the following clauses will be included in the applicable deeds:

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)

1. The United States covenants that, as provided in Section 120(h)(4)(D)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9620(h)(4)(D)(I), and subject to the availability of appropriated funds, the United States will conduct any response action or corrective action found to be necessary to address any hazardous substances or petroleum products which became to be located on the Property prior to the transfer to Grantee and which remain on the Property at the time of transfer. For the purposes of this paragraph, “response action or corrective action” shall mean any such actions that are required by the United States Environmental Protection Agency, or similar State or local regulatory agencies. This covenant shall not apply to the extent that Grantee, its successors, transferees, assignees, or any person or entity occupying the Property pursuant to authorization from the Grantee causes or contributes to the release of hazardous substances at the Property. This covenant shall also not apply to the extent that a response action or corrective action is necessary to address a release of hazardous substances or petroleum products that occurs after the date of transfer.

2. Grantee, its successors, transferees, assignees, and any person or entity occupying the Property pursuant to the Grantee, its successors, transferees, or assignees, hereby grants the United States complete access to all areas, structures and improvements on the Property. If, after the date of transfer, the United States finds that additional response action or corrective action is necessary with respect to hazardous substances or petroleum products released on the Property prior to the date of transfer, the Grantee shall allow such access for the purpose of performing that additional response action or corrective action. For the purposes of this paragraph, “access” includes, but is not limited to, the authority to enter the Property; the authority to remove, to relocate, or to dispose of hazardous substances or petroleum products which are located on the Property; the authority to remove, to relocate, or to dispose of solid and liquid materials including chemicals, wastes, soil, water and contaminated portions of equipment, facilities, and structures on the Property for the purposes of performing necessary response measures; and the authority to take all other actions which are reasonably incidental or necessary to conduct any of the foregoing activities.

Lead-Based Paint Covenant

1. The Forest Service has taken all action required by law with respect to lead-based paint on the Property. The Forest Service has records pertaining to the lead-based paint in the residential buildings on the Property, and has provided copies of those records to Grantee. Notwithstanding the covenants provided by the United States in the previous paragraphs, Grantee agrees to hold harmless, defend, and indemnify the United States from and against any suit, claim, demand or action, liability, judgment, cost or other fee arising out of any claim for environmental

remediation costs, personal injury or property damage that results from, or is in any manner predicated upon lead-based paint that may be present at the Property as of the date of conveyance. This obligation to hold harmless, defend and indemnify the United States shall survive the conveyance of the Property via Quitclaim Deed or Deed Without Warranties and may be assigned from the Grantee to subsequent owners of the Property.

Mineral Reservation

Township 59 North, Range 8 West, Section 5, SWSE, minerals are outstanding in third party.

Historic Preservation Covenants

The Isabella Ranger Station historic district, of which this property is a part, meets the criteria of the National Register of Historic Places. The Grantee, in accepting this deed, acknowledges and accepts the following conditions and covenants:

1. Grantee shall maintain and preserve the Property in accordance with the Recommended approaches in The Secretary of the Interior's Standards for Treatment of Historic Properties in order to preserve and enhance the distinctive materials, features, and spaces that make the Property eligible for inclusion in the National Register of Historic Places.
2. Distinctive materials, features, finishes, construction techniques, examples of craftsmanship, landscape features, and open spaces that characterize the Property shall be preserved.
3. Plans for proposed rehabilitation, new construction (of additions, new buildings, and structures such as fences), building alteration, terrain alteration, and landscaping which would affect the historical or structural integrity of the Property shall be reviewed and approved by the State Historic Preservation Officer ("SHPO") for consistency with The Secretary of the Interior's Standards for Treatment of Historic Properties.
4. The Grantee will properly maintain the property and protect it against deterioration. The Grantee will not permit the property to fall into a serious state of disrepair or to remain in a serious state of disrepair so as to materially impair the integrity of the property or historic district.
5. In the event archaeological resources are discovered during the course of any project involving ground-disturbing activity at the Property, Grantee, shall immediately contact the SHPO and enter into consultations to determine appropriate steps to be taken to protect such archaeological resources. In the event that such discoveries include human remains, the requirements of the Minnesota Private Cemeteries Act and any other state statutes pertaining to human remains will be addressed.
6. The SHPO shall be permitted at all reasonable times to inspect the Property in order to ascertain if the above conditions are being observed.
7. In the event that the Property, or any associated historic artifact associated with the

Property ceases to be maintained in compliance with the covenants, conditions, and restrictions set forth in this section, in addition to any remedy now or hereafter provided by law, the SHPO may, following reasonable written notice to Grantee, institute suit to enjoin said violation or to require restoration of the Property.

8. The covenants, conditions and restrictions contained herein shall be inserted by the Grantee verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title of any other lesser interest in the Property.
9. The Grantee agrees that the SHPO may, at its discretion, without prior notice to the Grantee, convey and assign all or part of its rights and responsibilities contained herein to a third party.
10. The failure of the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.
11. The covenants, conditions and restrictions set forth in this Historic Preservation Covenant shall constitute a binding servitude upon the Property and shall be deemed to run with the land.

On February 1, 2006, the former Isabella Ranger Station (now known as Trappers Landing) was listed on the National Register of Historic Places.

GENERAL TERMS OF SALE

- 1. TERM – “INVITATION FOR BIDS”**
The term “Invitation for Bids” (IFB) as used herein refers to the foregoing IFB and its Property Description; General Terms of Sale; the Instructions to Bidders for Online Auction; and the Environmental and Historic Notices and any provisions of the Bid Form and Acceptance; all of which are attached to this IFB and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued prior to the time fixed in the IFB for the opening of bids or conducting of an auction.
- 2. DESCRIPTION PROVIDED:** The descriptions of the property set forth in the IFB and any other information provided therein with respect to said property are based on the best information available to the U.S. General Services Administration (GSA) Property Disposal Division and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.
- 3. INSPECTION:** Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.
- 4. CONDITION OF PROPERTY:** The property is offered for sale and will be sold “AS IS” and “WHERE IS” without representation, warranty, or guarantee as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered after the bid opening or conclusion of an auction.
- 5. ZONING:** Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or sales agreement. Please note that any reference to zoning is included for informational purposes only and is not to be relied upon by the bidder.

 - a. Owner Association Road and Common Water System Maintenance Agreement; Declaration of Covenants, Conditions and Restrictions; and the Bylaws of Trappers Landing Owners Association are governed by Lake County Subdivision Ordinance. The Government strongly encourages interested parties to consult with the Lake County Planning and Zoning Office at (218)-834-8327, regarding any applicable requirements.

b. Copies of the Owner Association Road and Common Water System Maintenance Agreement; Declaration of Covenants, Conditions and Restrictions; and the Bylaws of Trappers Landing Owners Association may be obtained on the Superior National Forest web site:
www.fs.fed.us/R9/Forests/Superior

6. CONTINUING OFFERS: Each bid received shall be deemed to be a continuing offer after the date of bid opening or conclusion of an auction for 60 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 60 calendar days. If the Government desires to accept any bid after the expiration of the 60 calendar days, the consent of the bidder shall be obtained prior to such expiration.

7. POSSESSION:

- a. The successful bidder agrees to assume possession of the property within 15 calendar days of a written request given by the Government after acceptance of its bid. Should the successful bidder fail to take actual possession within such period, the bidder shall nonetheless be charged with constructive possession commencing at 12:01 a.m., local time at the location of the property, on the 16th calendar day after such request by the Government. The word "possession" shall mean either actual physical possession or constructive possession.
- b. Although by assuming possession under a., above, the bidder incurs certain responsibilities and obligations under other conditions of this contract, such possession does not confer any right in the bidder either to make any alterations

or improvements in or to the property or to use it for any purpose of its own without first obtaining the written approval of the Contracting Officer. Any such approval will be conditioned on the bidder paying to the Government for the privileges granted, for the period from the date of the approval to the date of conveyance, an amount equal to the interest for such interval of time on the unpaid balance of the purchase price. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1½% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance.

8. INSURANCE:

- a. In the event a bid to purchase is accepted and possession of the property is assumed by the successful bidder prior to the date of conveyance, the successful bidder shall procure and maintain insurance at its own expense, effective for the period from the date of assumption of possession to the date of conveyance, for the benefit of the Government, in such kinds and amounts as may be required by the Government, in companies acceptable to the Government.
- b. Fire, extended coverage, vandalism and malicious mischief, personal injury and liability, and such other property insurance as required to protect the Government's interest shall be maintained on the real and personal property covered by the bid, and shall be in such amounts which, after taking into account the coinsurance provision, if any, of the insurance policies, will protect the unpaid indebtedness.

- c. Information concerning insurance requirements will be furnished by:

General Services Administration
Property Disposal Division
Boston Operations Branch
10 Causeway Street, Room 925
Boston, MA. 02222
Telephone: (617) 565-5700

- 9. TAXES AND CLOSING COSTS:** As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes. All closing costs, including escrow and financing fees, shall be borne solely by the successful bidder.

- 10. RISK OF LOSS:** As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and shall have all obligations and liabilities of ownership.

- 11. REVOCATION OF BID AND DEFAULT:** In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the

bidder shall be relieved from further liability, or without forfeiting said deposit and payments, the Government may avail itself of any legal or equitable rights it may have under the bid or contract of sale.

- 12. GOVERNMENT LIABILITY:** If the Bid for Purchase of Government Property is accepted by the Government (Seller) and: (1) Seller fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the successful bidder (Purchaser) for any reason, although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon Seller shall have NO further liability to Purchaser.

- 13. TITLE EVIDENCE:** Any title evidence that may be desired by the successful bidder will be procured by the bidder at its sole cost and expense. The Government will, however, cooperate with the successful bidder or its authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

- 14. TITLE:** If a bid for the purchase of a property is accepted, the Government's interest will be conveyed by a Quitclaim Deed or Deed Without Warranties and/or, where appropriate, a Bill of Sale in conformity with local law and practice. The Government does not pay for title insurance but the Purchaser may wish to acquire a title insurance policy from a local title company.

15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT(S) OF CONVEYANCE: The

Government shall set a sale closing date, said date to be not later than 60 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Government, by wire transfer, cashier's check, certified check, or U.S. Postal Service money order, the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents. In any event, if possession was assumed by the successful bidder prior to the date of conveyance, the successful bidder shall pay, in addition to the purchase money due, an amount determined in accordance with paragraph 7, above, if applicable.

16. DELAYED CLOSING: The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1½% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

17. DOCUMENTARY STAMPS AND RECORDING COSTS: The successful bidder shall pay all taxes and

fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense. A CONFORMED COPY OF THE RECORDED DEED must be provided to: The Superior National Forest, 8901 Grand Avenue Place, Duluth, MN. 55808 and the U.S. General Services Administration, Property Disposal Division (1PRB), 10 Causeway Street, Room 925, Boston, MA. 02222.

18. CONTRACT: The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

19. OFFICIALS NOT TO BENEFIT: No member of, or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the property offered in the IFB.

20. COVENANT AGAINST

CONTINGENT FEES: The successful bidder warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the successful bidder the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the successful bidder upon the contract secured or made through bona fide established

commercial agencies maintained by the successful bidder for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

21. SALE AND CONVEYANCE:

The sale and conveyance of the Property shall be made subject to the following:

- (1) All covenants, easements, reservations, restrictions, and encumbrances, whether of record or not.
- (2) Any statement of facts which a physical inspection and accurate survey of the property may disclose.

SPECIAL TERMS OF SALE FOR SEALED BID AUCTION

- 1. METHOD OF SALE:** This sale will be conducted by sealed bid. The bid that offers the greatest return to the Government may be accepted.

overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.
- 2. ENVIRONMENTAL CERTIFICATION:** Refer to Section D., Reservations and Covenants, on Page 4 of this Invitation for Bids.
- 3. NOTICE OF THE PRESENCE OF ASBESTOS – WARNING:**
 - a.** The Purchaser is warned that the property offered for sale may contain asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.
 - b.** Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the
 - c.** No warranties, either express or implied, are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.
 - d.** The description of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property is based on the best information available to the disposal agency and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.
 - e.** The Government assumes no liability for damages for personal injury, illness, disability, or death to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members

of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Purchaser, its successors or assigns, has or have properly warned or failed to properly warn the individual(s) injured.

- f. The Purchaser further agrees that, in its use and occupancy of the property, it will comply with all Federal, state, and local laws relating to asbestos.

4. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT:

- a. **LEAD-BASED PAINT HAZARD WARNING:** The property (including the improvements) that is the subject of this sale was built before 1978 and may contain lead-based paint. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.
- b. **RISK ASSESSMENT AND INSPECTION.** The Government

prepared a risk assessment and a lead-based paint inspection in accordance with 40 CFR 745.227. Bidders are encouraged to review this document and any other reports identified by the Government on the Lead-Based Paint Disclosure Form found in this Invitation for Bids. Although a complete set of documents will be provided to the purchaser prior to closing, each bidder is strongly encouraged to review the risk assessment and any other reports prior to submitting a bid.

- c. **INSPECTION BY BIDDER.** Bidders may conduct their own inspection or perform a risk assessment for the presence of lead-based paint and/or lead-based paint hazards at any time prior to submitting a bid. Before entering the property, the bidder must first make arrangements with the individual identified to contact for inspection of the property. The Bidder is invited to take as much time as necessary to conduct such inspection or assessment prior to the deadline for submission of the bid. Bidders are encouraged to conduct any inspections and assessments early in the process since the auction will not be delayed to accommodate completion of such inspections and assessments.
- d. **LEAD HAZARDS PAMPHLET.** In order to fully understand the risks and hazards associated with the presence of lead-based paint and lead-based paint hazards, bidders are encouraged to review the pamphlet *Protect Your Family From Lead In Your Home*. A copy of the pamphlet is available through EPA's website at <http://www.epa.gov/lead/leadpdf.pdf> GSA encourages every bidder to review this pamphlet prior to submitting a bid.
- e. **DISCLOSURE FORM.** Each bidder must complete and execute the appropriate portions of the form entitled *United States Of America ("Seller") Disclosure Of Information On Lead-*

Based Paint And/Or Lead-Based Paint Hazards, and submit the form with their bid before the time established for bid opening. In the event bidder fails to include a completed and executed form with their bid, the bid shall be rendered non-responsive.

- f. **ABATEMENT AND CLEARANCE.**
The Forest Service has taken all action required by law with respect to lead-based paint on the Property. The Forest Service has records pertaining to the lead-based paint in the residential buildings on the Property. A copy will be made available to the grantee at the time of conveyance.

- g. For Lead-Based Paint Reservations and Covenants, please refer to Section D. page 4 of this Invitation for Bids.

5. **EASEMENTS:** The property will be conveyed subject to any and all existing reservations, easements, restrictions, and rights, recorded and unrecorded, for private

and public roads, highways, streets, pipelines, railroads, utilities, water lines, sewer mains and lines, storm sewers and drains, and other rights-of-way, including, but not limited to, any specific easements, restrictions, rights, or covenants set forth above.

6. **REJECTION:** The Government reserves the right to reject any and all bids.
7. **SELLER'S DEFAULT:** If a bid is accepted and Seller fails for any reason to perform its obligations as set forth herein, or title to the property does not transfer and vest in the Purchaser for reasons outside the Purchaser's control, Seller shall promptly refund to Purchaser all amounts paid by Purchaser, without interest, whereupon Seller shall have no further liability to Purchaser.
8. **LIABILITY:** With respect to any claim against the Government, the extreme measure of the Government's liability shall not, in any event, exceed refund of the purchase price or such portion thereof as the Government may have received.

Instructions to Bidders

INVITATION FOR BIDS: 1PR-06-013

1. BID FORM.

- (a) Bids must be submitted in duplicate on the Bid Form accompanying this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. Bids may be modified or withdrawn by telegram received prior to the time fixed in this Invitation for Bids for the opening of bids.
- (b) Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed.
- (c) Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.
- (d) In submitting a bid, return two Bid Forms with original signatures. Retain all other documents, including one copy of the Bid Form, for your records.

- 2. BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the "Place of Bid Opening" stated in this Invitation for Bids. The name and address of the bidder must be shown in the upper left corner of the bid envelope. On the lower left corner of the envelope it must state: **Invitation number: 1PR-06-013 Bid Opening**

Date: September 13, 2006 Bid Opening Time: 12:00 PM (local time).

No responsibility will attach to any officer of the Government for the premature opening of, or failure to open, a bid not properly addressed and identified.

3. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS.

- (a) Any bid received at the office designated in this Invitation for Bids after the exact time specified for receipt will not be considered unless it is received before award is made and it:
 - (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids (e.g., a bid submitted in response to a an Invitation for Bids requiring receipt of bids by the 20th of the month must have been mailed by the 15th); or
 - (2) Was sent by mail and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or

- (3) Was sent by US Postal Service "Express Mail Next Day Service- Post Office to Addressee", not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and US Federal holidays.
- (b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.
- (c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the US Postal Service postmark both on the envelope or wrapper and on the original receipt from the US Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the US Postal Service on the date of mailing. Bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- (d) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.
- (e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by US Postal Service Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the US Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision. Therefore, bidders should request the shipper to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- (f) *Notwithstanding any other language of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received, and may be accepted.*
- 4. BID EXECUTED ON BEHALF OF BIDDER.** A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his or her Power of Attorney or other evidence of his authority to act on behalf of the bidder.

- (a) **CORPORATION.** If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. This certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- (b) **PARTNERSHIP.** If the bidder is a partnership, and all partners sign the bid with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.
- (c) **LIMITED LIABILITY CORPORATION (LLC).** If the bidder is a Limited Liability Corporation (LLC), a Certificate of the LLC must be completed and executed by the manager.
5. **BID DEPOSIT.** The minimum bid is \$70,000.00. Each bid must be accompanied by a bid deposit of not less than ten percent (**10%**) of the amount bid, in the form of a **certified check, cashier's check, or postal money order** made payable to the **US General Services Administration**. The bidder, at its option, may be named as an alternative payee. This will enable bidders whose bids are rejected to negotiate the instrument once it is returned. Failure to so provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid, the bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. Bid deposits accompanying bids which are rejected will be returned to bidders, without interest, within five (5) working days after rejection of the bids.
6. **ADDITIONAL INFORMATION.** The General Services Administration issuing office, at the address given in this Invitation for Bids, will upon request, provide additional copies of this Invitation for Bids, Bid and Acceptance, and will answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted should be deemed to have been made with full knowledge of all terms, conditions, and requirements contained or referenced in this Invitation for Bids. The failure of any bidder to inspect, or to be fully informed as to the condition of any or all portions of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after opening.
7. **BIDS TO BE OPENED AT SPECIFIED TIME.** It shall be the duty of each bidder to see that its bid is delivered by the time and at the Place of Bid Opening prescribed in this Invitation for Bids. Bids (including modifications) received prior to the time fixed in this Invitation for Bids for the opening of bids will be securely kept unopened. No bid, modification, or withdrawal received after the time fixed in this Invitation for

Bids for the opening of bids will be considered except as provided under 3. above. At the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested that may be present either in person or by representative.

- 8. WAIVER OF INFORMALITIES OR IRREGULARITIES.** The Government may, at its election, waive any minor informality or irregularity in bids received.

9. ACCEPTABLE BID.

The **minimum bid** for the subject property is SEVENTY THOUSAND DOLLARS (**\$70,000.00**).

A bid received from a responsible bidder whose bid, conforming to this Invitation

for Bids, will be most advantageous to the Government, based on price and any other factors which may be specified in this Invitation for Bids is an acceptable bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

- 10. NOTICE OF ACCEPTANCE OR REJECTION.** Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when telegraphed or mailed to the bidder or its duly authorized representative at the address indicated in the bid. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids received or portions thereof.

**Bid for the Purchase of
U.S. Government Property**

Invitation for Bid Number: 1PR-06-013

Isabella Ranger Administrative Site- Lot 5

The Government reserves the right to reject any and all bids.

(Date) _____

To: US General Services Administration
Business Service Center
Thomas P. O'Neill Jr., Federal Building
10 Causeway Street, Room 901
Boston, MA 02222

SUBJECT TO: (1) the terms and conditions of Invitation for Bids identified above, and its Schedule; (2) the Instructions to Bidders; and (3) the General Terms of Sale & Special Terms of Sale, all of which are incorporated as part of this bid, the undersigned bidder hereby offers and agrees, if this bid is accepted within sixty calendar days after date of the bid opening, to purchase the property as described in said Invitation for Bids for which bid price is entered below:

AMOUNT OF BID: \$ _____ BID DEPOSIT (Enclosed) \$ _____

Minimum \$70,000.00

10% of bid amount

CHECKS MUST BE PAYABLE TO THE U.S. GENERAL SERVICES ADMINISTRATION

NOTE: See paragraph 5 of the Instructions to Bidders for information concerning amount and form of bid deposit.

Name and address of bidder (type/print name, street, city, state, and telephone number).

Name: _____
Street: _____ City: _____
State: _____ Zip: _____
Telephone number: (____) _____

Bidder represents that he operates as (please check one):

_____ an individual
_____ an individual doing business as: _____
_____ a partnership, consisting of: _____
_____ a limited liability partnership, consisting of: _____
_____ a corporation, incorporated in the state of _____
_____ a limited liability corporation, incorporated in the state of _____
_____ a trustee, acting for: _____

In the event this bid is accepted, the instruments of conveyance should name the following as Grantee (s):

_____ Signature of person authorized to sign bid.	_____ Signer's name and title (type or print)
_____ Signature of spouse, if applicable	_____ Spouse's name and title of spouse, (type or print)

CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that I am _____
(Secretary or other official title)
of the Corporation (or Limited Liability Corporation) named as bidder herein; that
_____, who signed this bid on behalf of the bidder, was then
_____ of said Corporation (or Limited Liability Corporation); that the bid was
duly signed for and on behalf of said Corporation (or Limited Liability Corporation) by authority of its
governing body and is within the scope of its corporate powers.

Signature of Certifying Officer: _____

(SEAL)

**Bid for the Purchase of
U.S. Government Property**

Invitation for Bid Number: 1PR-06-013

Isabella Ranger Administrative Site- Lot 5

The Government reserves the right to reject any and all bids.

(Date) _____

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NOTE: See paragraph 5 of the Instructions to Bidders for information concerning amount and form of bid deposit.

Name and address of bidder (type/print name, street, city, state, and telephone number).

Name: _____
Street: _____ City _____
State: _____ Zip _____
Telephone number: (____) _____

Bidder represents that he operates as (please check one):

_____ an individual
_____ an individual doing business as: _____
_____ a partnership, consisting of: _____
_____ a limited liability partnership, consisting of: _____
_____ a corporation, incorporated in the state of _____
_____ a limited liability corporation, incorporated in the state of _____
_____ a trustee, acting for: _____

In the event this bid is accepted, the instruments of conveyance should name the following as Grantee (s):

Signature of person authorized to sign bid.

Signer's name and title (type or print)

Signature of spouse, if applicable

Spouse's name and title of spouse, (type or print)

CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that I am _____
(Secretary or other official title)
of the Corporation (or Limited Liability Corporation) named as bidder herein; that
_____, who signed this bid on behalf of the bidder, was then
_____ of said Corporation (or Limited Liability Corporation); that
the bid was duly signed for and on behalf of said Corporation (or Limited Liability Corporation)
by authority of its governing body and is within the scope of its corporate powers.

Signature of Certifying Officer: _____

(SEAL)

**Bid for the Purchase of
U.S. Government Property**

Invitation for Bid Number: 1PR-06-013

Isabella Ranger Administrative Site- Lot 5

The Government reserves the right to reject any and all bids.

(Date) _____

To: US General Services Administration
Business Service Center
Thomas P. O'Neill Jr., Federal Building
10 Causeway Street, Room 901
Boston, MA 02222

SUBJECT TO: (1) the terms and conditions of Invitation for Bids identified above, and its Schedule; (2) the Instructions to Bidders; and (3) the General Terms of Sale & Special Terms of Sale, all of which are incorporated as part of this bid, the undersigned bidder hereby offers and agrees, if this bid is accepted within sixty calendar days after date of the bid opening, to purchase the property as described in said Invitation for Bids for which bid price is entered below:

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NOTE: See paragraph 5 of the Instructions to Bidders for information concerning amount and form of bid deposit.

Name and address of bidder (type/print name, street, city, state, and telephone number).

Name: _____
Street: _____ City _____
State: _____ Zip _____
Telephone number: (____) _____

Bidder represents that he operates as (please check one):

_____ an individual
_____ an individual doing business as: _____
_____ a partnership, consisting of: _____
_____ a limited liability partnership, consisting of: _____
_____ a corporation, incorporated in the state of _____
_____ a limited liability corporation, incorporated in the state of _____
_____ a trustee, acting for: _____

In the event this bid is accepted, the instruments of conveyance should name the following as Grantee (s):

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Signer's name and title (type or print)

Signature of spouse, if applicable

Spouse's name and title of spouse, (type or print)

CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that I am _____
(Secretary or other official title)
of the Corporation (or Limited Liability Corporation) named as bidder herein; that
_____, who signed this bid on behalf of the bidder, was then
_____ of said Corporation (or Limited Liability Corporation); that
the bid was duly signed for and on behalf of said Corporation (or Limited Liability Corporation)
by authority of its governing body and is within the scope of its corporate powers.

Signature of Certifying Officer: _____

(SEAL)

UNITED STATES OF AMERICA ("SELLER") DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Description of Real Property for Sale

The real property is located off of Minnesota State Highway 1 west of Isabella, Minnesota, known as the Isabella Administrative Site, (the "Property") and is being sold pursuant to the terms and conditions set forth in GSA INVITATION FOR BIDS (IFB) No. 1PR-06-013 to (the "Purchaser").

Lead Based Paint Hazard Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

Seller is aware that the Property was built before (circle):

1978

1960

The Property may contain lead-based paint. Seller has provided the Purchaser with access to all available records and reports (collectively "Records") pertaining to lead-based paint and/or lead-based paint hazards at the Property. The Records include:

Risk Assessment/ Paint Inspection (required for housing built before 1978): X Yes or No
Other Records: _____.

Purchaser's Acknowledgment

Purchaser acknowledges that Purchaser has received copies of all information listed above. Purchaser has received the pamphlet "Protect Your Family From Lead In Your Home." In addition, Purchaser has received an opportunity (at least ten days) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, and exercised or waived that right.

Purchaser hereby acknowledges receipt of the above information and opportunity to perform a risk inspection and assessment: (initial/date)

Agent's Acknowledgment

The United States General Services Administration acted as Agent for the Seller in this transaction. The Agent informed the Seller of Seller's obligations under 42 U.S.C. 4852d and is aware of its compliance responsibilities.

Agent hereby acknowledges discharging its responsibility: (initial/date)

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Signature _____	Date _____
SELLER	
Signature _____	Date _____
PURCHASER	
Signature _____	Date _____
AGENT	

Isabella Ranger Administrative Site- Lot 5
For Sale by Sealed Bid (1-PR-06-013)
Opening on Wednesday, September 13, 2006
Boston, Massachusetts



Sale conducted for the United States Forest Service
by
General Services Administration
Public Buildings Service
Office of Property Disposal
10 Causeway Street
Boston, Massachusetts 02222